




4. Debtor shall submit ongoing monthly mortgage payments directly to the Creditor starting with the February 1, 2022 post-petition payment.
5. Debtor shall file a modified Chapter 13 Plan wherein the post-petition arrearage for the months of August 2021 through January 2022 and filing cost is included in the Plan. Debtor shall file the Motion to Modify Chapter 13 Plan within thirty (30) days of the Court Order approving this stipulation.
6. Movant is permitted to file a Supplemental Proof of Claim in the amount of \$9,056.74 representing the total post-petition delinquency. The Supplemental Proof of Claim shall be paid as a secured claim through the Chapter 13 Plan.
7. Payments shall be sent to:  
  
CARRINGTON MORTGAGE SERVICES, LLC BANKRUPTCY DEPARTMENT  
P.O. BOX 660586  
DALLAS, TX 75266-0586
8. Upon completion of the repayment schedule listed above or tender of sufficient funds to bring the loan post-petition current, Debtor must continue to make timely post-petition mortgage payments directly to Movant in a regular monthly fashion.
9. The following are events of default under this Stipulation:
  - a. Debtor's failure to file a Modified Chapter 13 Plan within 30 days of the Court Order approving this stipulation;
  - b. Debtor's failure to remit any future monthly mortgage payment on or before the date on which it is due;
10. In the event of a Default, Movant shall send a Notice specifying the Default, to Debtor and Debtor's counsel ("Notice"), allowing Debtor ten (10) days to cure the Default ("Cure Opportunity"). If the Default is not cured, Movant shall file a Certification of Default with the Court. The automatic stay shall be terminated as to Movant, its principals, agents, successors and/or assigns as to the subject property upon the Court's entry of an Order granting Movant's Certification of Default.
11. If Movant has to send a Notice of Default, the Debtor shall pay \$100.00 per notice, as attorney fees, in addition to whatever funds are needed to cure the default prior to the expiration of the allowed cure period.
12. This Stipulation remains in full force and effect in the event Debtor's case is dismissed by the Court and Debtor subsequently reinstates his case by order of the Court and/or the Movant obtains relief from stay and the stay is subsequently reinstated by order of the Court.
13. If this bankruptcy proceeding is converted to Chapter 7, dismissed or discharged, this Order shall be terminated and have no further force or effect.

MANLEY DEAS KOCHALSKI LLC

Dated: 1/14/2022

BY: /s/Alyk L. Oflazian  
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Attorney for Creditor

Dated: 1/14/22

BY:   
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Attorney for Debtor

I do not object to the foregoing Stipulation

Without Prejudice to Any Trustee Rights or Remedies

/s/ LeeAne O. Huggins January 17, 2022

Kenneth E. West  
Office of the Chapter 13 Standing Trustee  
1234 Market Street - Suite 1813  
Philadelphia, PA 19107